

EXHIBIT 75

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Our updated [Data Processing Terms](#) include a reference to our new [Data Transfer Addendum](#) incorporating Standard Contractual Clauses (replacing the Privacy Shield), effective August 31, 2020.

Facebook Business Tools Terms

When you use the [Facebook Business Tools](#) to send us or otherwise enable the collection of Business Tool Data (as defined in Section 1 below), these terms govern the use of that data.

Background: Ad Products and other Business Tools

We may receive Business Tool Data as a result of your use of Facebook ad products, in connection with advertising, matching, measurement and analytics. Those ad products include, but are not limited to, Facebook Pixel, Conversions API (formerly known as Server-Side API), Facebook SDK for App Events, Offline Conversions, App Events API and Offline Events API. We also receive Business Tools Data in the form of impression data sent by Facebook Social Plugins (for example the Like and Share buttons) and Facebook Login, and data from certain APIs such as Messenger Customer Match via the Send API. Facebook may also offer pilot, test, alpha, or beta programs from time to time through which you may provide Business Tool Data. Uses of Business Tools Data are described below.

By clicking "Accept" or using any of the Facebook Business Tools, you agree to the following:

1. Sharing Business Tool Data with Facebook

a. You may use the Facebook Business Tools to send us one or both of the following types of personal information ("**Business Tool Data**") for the purposes described in Section 2:

- i. "**Contact Information**" is information that personally identifies individuals, such as names, email addresses, and phone numbers, that we use for matching purposes only. We will hash Contact Information that you send to us via a Facebook JavaScript pixel for matching purposes prior to transmission. When using a Facebook image pixel or other Facebook Business Tools, you or your service provider must hash Contact Information in a manner specified by us before transmission.
- ii. "**Event Data**" is other information that you share about people and the actions that they take on your websites and apps or in your shops, such as visits to your sites, installations of your apps, and purchases of your products. While Event Data does include information collected and transferred when people access a website or app with [Facebook Login](#) or [Social Plugins](#) (e.g. the Like button), it does not include information created when an individual interacts with our platform via Facebook Login, Social Plugins, or otherwise (e.g. by logging in, or liking or sharing an article or song). Information created when an individual interacts with our platform via Facebook Login, Social Plugins, or otherwise is governed by the [Platform Terms](#).
- iii. Note: for purposes of these Business Tool Terms, references in existing terms or agreements to "Customer Data" will now mean "Business Tool Data."

- b. Subject to Section 1.d, we will not share Business Tool Data that you provide to us with third parties (including advertisers) unless you advise us that we are permitted to do so or we are required to do so by law.
- c. We will implement processes and procedures to protect the confidentiality and security of the Business Tool Data, including by maintaining appropriate organizational, technical and physical safeguards that are designed to (a) protect the security and integrity of the Business Tool Data while they are within our systems and (b) guard against the accidental or unauthorized access, use, alteration, or disclosure of Business Tool Data within our systems. These processes and procedures include the measures listed in Facebook's [Data Security Terms](#) (as updated from time to time, for example, to reflect technological developments) which are expressly incorporated into these Business Tools Terms.
- d. You agree that Facebook may provide access to and/or a copy of Event Data about a particular individual to that individual upon their request.
- e. You represent and warrant that you (and any data provider that you may use) have all of the necessary rights and permissions and a lawful basis (in compliance with all applicable laws, regulations and industry guidelines) for the disclosure and use of Business Tool Data.
- f. You will notify us promptly in writing of any actual or threatened complaint or challenge related to the use of any Business Tool Data under these Business Tools Terms and will cooperate with us in responding to such a complaint or challenge.
- g. If you are using or sharing the Business Tool Data on behalf of or together with a third party, you also represent and warrant that you have the authority as agent to such third party to use, share, and process such data on its behalf and bind such third party to these Business Tools Terms. You will only use or share the Business Tool Data or any audience or reports generated through use of the Business Tool Data with or on behalf of such third party.
- h. You will not share Business Tool Data with us that you know or reasonably should know is from or about children under the age of 13 or that includes health, financial information or other categories of sensitive information (including any information defined as sensitive under applicable laws, regulations and applicable industry guidelines).

2. Use of Business Tool Data

a. We will use Business Tool Data for the following purposes depending on which Facebook Business Tools you choose to use:

i. **Contact Information for Matching**

1. You instruct us to process the Contact Information solely to match the Contact Information against user IDs ("**Matched User IDs**"), as well as to combine those user IDs with corresponding Event Data. We will delete Contact Information following the match process.

ii. **Event Data for Measurement and Analytics Services**

1. You may instruct us to process Event Data (a) to prepare reports on your behalf on the impact of your advertising campaigns and other online content ("**Campaign Reports**") and (b) to generate analytics and insights about people and their use of your apps, websites, products and services ("**Analytics**").
2. We grant to you a non-exclusive and non-transferable license to use the Campaign Reports and Analytics for your internal business purposes only and solely on an aggregated and anonymous basis for measurement purposes. You will not disclose the Campaign Reports or Analytics, or any portion thereof, to any third party, unless otherwise agreed to in writing by us. We will not disclose the Campaign Reports or Analytics, or any portion thereof, to any third party without your permission, unless (i) they have been combined with Campaigns Reports and Analytics from numerous other third parties and (ii) your identifying information is removed from the combined Campaign Reports and Analytics.

iii. **Event Data for Targeting Your Ads**

1. You may provide Event Data to target your ad campaigns to people who interact with your business. You may direct us to create custom audiences, which are groups of Facebook users based on Event Data, to target ad campaigns (including Website Custom Audiences, Mobile App Custom Audiences, and Offline Custom Audiences). Facebook will process Event Data to create such audiences for you. You may not sell or transfer these audiences, or authorize any third party to sell or transfer these audiences. Facebook will not provide such audiences to other advertisers unless you or your service providers share audiences with other advertisers through tools we make available for that purpose, subject to the restrictions and requirements of those tools and our terms.
2. These terms apply to the use of Website Custom Audiences, Mobile App Custom Audiences, and Offline Custom Audiences created through Facebook's Business Tools. Customer List Custom Audiences provided through our separate custom audience feature are subject to the Customer List Custom Audience Terms.

iv. **Event Data To Deliver Commercial and Transactional Messages**

1. We may use the Matched User IDs and associated Event Data to help you reach people with transactional and other commercial messages on Messenger and other [Facebook Company Products](#).

v. **Event Data to Improve Ad Delivery, Personalize Features and Content and to Improve and Secure the Facebook Products**

1. You may provide Event Data to improve ad targeting and delivery optimization of your ad campaigns. We may correlate that Event Data to people who use Facebook Company Products to support the objectives of your ad campaign, improve the effectiveness of ad delivery models, and determine the relevance of ads to people. We may use Event Data to personalize the features and content (including ads and recommendations) that we show people on and off our Facebook Company Products. In connection with ad targeting and delivery optimization, we will: (i) use your Event Data for delivery optimization only after aggregating such Event Data with other data collected from other advertisers or otherwise collected on Facebook Products; and (ii) not allow other advertisers or third parties to target advertising solely on the basis of your Event Data.
2. To improve the experience for people who use Facebook Company Products, we may also use Event Data to promote safety and security on and off the Facebook Company Products, for research and development purposes and to maintain the integrity of and to improve the Facebook Company Products.

3. Special Provisions Concerning the Use of Certain Business Tools

- a. This section applies to your use of Business Tools to enable Facebook to store and access cookies or other information on an end user's device.
- b. You (or partners acting on your behalf) may not place pixels associated with your Business Manager or ad account on websites that you do not own without our written permission.
- c. You represent and warrant that you have provided robust and sufficiently prominent notice to users regarding the Business Tool Data collection, sharing and usage that includes, at a minimum:
 - i. For websites, a clear and prominent notice on each web page where our pixels are used that links to a clear explanation (a) that third parties, including Facebook, may use cookies, web beacons, and other storage technologies to collect or receive information from your websites and elsewhere on the Internet and use that information to provide measurement services and target ads, (b) how users can opt-out of the collection and use of information for ad targeting, and (c) where a user can access a mechanism for exercising such choice (e.g., providing links to: <http://www.aboutads.info/choices> and <http://www.youronlinechoices.eu/>).
 - ii. For apps, a clear and prominent link that is easily accessible inside your app settings or any privacy policy and from within any store or website where your app is distributed that links to a clear explanation (a) that third parties, including Facebook, may collect or receive information from your app and other apps and use that information to provide measurement services and targeted ads, and (b) how and where users can opt-out of the collection and use of information for ad targeting.
- d. In jurisdictions that require informed consent for storing and accessing cookies or other information on an end user's device (such as but not limited to the European Union), you must ensure, in a verifiable manner, that an end user provides all necessary consents before you use Facebook Business Tools to enable the storage of and access to Facebook cookies or other information on the end user's device. (For suggestions on implementing consent mechanisms, visit [Facebook's Cookie Consent Guide for Sites and Apps](#).)

4. Modification, Termination, and Retention:

- a. We may modify, suspend, or terminate your access to, or discontinue the availability of the Facebook Business Tools at any time. You may discontinue your use of the Facebook Business Tools at any time.
- b. Subject to these Business Tools Terms, we may retain the Event Data for a maximum of two years. We will retain any audiences you create using the Event Data until you delete them via your account tools. These Business Tools Terms do not replace any terms applicable to your purchase of advertising inventory from us (including but not limited to the [Self-Serve Ad Terms](#) and the [Facebook Advertising Policies](#)) and such terms will continue to apply to your ad campaigns. [Facebook's Custom Audience Terms](#) will not apply to audiences generated through the processing of Business Tools Data under these Business Tools Terms.
- c. We reserve the right to monitor or audit your compliance with these Business Tools Terms.
- d. These terms supplement and amend the [Facebook Commercial Terms of Service](#). Facebook may update these Business Tools Terms from time to time. By continuing to access or use the Business Tools after any update, you agree to be bound by it. The parties acknowledge and agree that the US [State-Specific Terms](#) may apply to the provision and use of the Facebook Business Tools and are incorporated into these Business Tools Terms by reference.
- e. Nothing in these Business Tools Terms will prevent us from making disclosures to our users in relation to Facebook Business Tools as we may be advised or as we may determine are appropriate or required under applicable law.
- f. In the event of any express conflict between these Business Tools Terms and the Commercial Terms, these Business Tools Terms will govern solely with respect to your use of the Facebook Business Tools, and solely to the extent of the conflict.

5. Additional Terms for Processing of Personal Information

- a. To the extent the Business Tool Data contain Personal Information which you Process subject to the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), the following terms apply:
 - i. The parties acknowledge and agree that you are the Controller in respect of the Processing of Personal Information in Business Tool Data for purposes of providing matching, measurement and analytics services described in Sections 2.a.i and 2.a.ii above (e.g. to provide you with Analytics and Campaign Reports), and that you instruct Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2 Ireland ("Facebook Ireland") to Process such Personal Information for those purposes on your behalf as your Processor pursuant to these Business Tools Terms and Facebook's [Data Processing Terms](#). The [Data Processing Terms](#) are expressly incorporated herein by reference and apply between you and Facebook Ireland together with these Business Tools Terms.
 - ii. Regarding Personal Information in Event Data referring to people's actions on your websites and apps which integrate Facebook Business Tools for whose Processing you and Facebook Ireland jointly determine the means and purposes, you and Facebook Ireland acknowledge and agree to be Joint Controllers in accordance with Article 26 GDPR. The joint controllership extends to the collection of such Personal Information via the Facebook Business Tools and its subsequent transmission to Facebook Ireland in order to be used for the purposes set out above under Sections 2.a.iii to 2.a.v.1 ("Joint Processing"). For further information, click [here](#). The Joint Processing is subject to the [Controller Addendum](#), which is expressly incorporated herein by reference and applies between you and Facebook Ireland together with these Business Tools Terms. Facebook Ireland remains an independent Controller in accordance with Article 4(7) GDPR for any Processing of such data that takes place after it has been transmitted to Facebook Ireland.
 - iii. You, as the case may be, and Facebook Ireland remain independent Controllers in accordance with Article 4(7) GDPR for any Processing of Personal Information in Business Tool Data under GDPR not subject to Sections 5.a.i and 5.a.ii.
- b. Section 5.a.i also applies when you are in Andorra, Azores, Canary Islands, Channel Islands, French Guiana, Guadeloupe, Isle of Man, Madeira, Martinique, Mayotte, Monaco, Réunion, San Marino, Saint Barthélemy, Saint-Martin, Switzerland, United Kingdom sovereign bases in Cyprus (Akrotiri and Dhekelia), and Vatican City.
- c. To the extent the Business Tool Data contain Personal Information which you Process not subject to GDPR and you are not in any of the territories listed in Section 5.b, you acknowledge and agree that you are the Controller in respect of the Processing of such Personal Information for purposes of providing matching, measurement and analytics services described in Sections 2.a.i and 2.a.ii above (e.g. to provide you with Analytics and Campaign Reports), and you instruct Facebook, Inc., 1 Hacker Way, Menlo Park, CA 94025, USA to Process such Personal Information for those purposes on your behalf as your Processor pursuant to these Business Tools Terms and Facebook's [Data Processing Terms](#). The [Data Processing Terms](#) are expressly incorporated herein by reference and apply in addition to these Business Tools Terms.
- d. "Personal Information", "Controller", "Processor" and "Processing" in this Section have the meanings set out in the [Data Processing Terms](#). References to GDPR and its provisions in this Section 5 include the GDPR as amended and incorporated into UK law after the GDPR ceases to apply in the UK.

Note:

- i. We have updated the Terms For Conversion Tracking, Custom Audiences From Your Website, and Custom Audiences From Your Mobile App, including changing its name to the [Facebook Business Tools Terms](#). For purposes of the Facebook Business Tools Terms, references in existing terms or agreements to the "Facebook Tools" will now mean Facebook Business Tools.
- ii. We have updated the Offline Conversion Terms, including changing its name to the Facebook Business Tools Terms. For the purposes of the Facebook Business Tools Terms, references in existing terms or agreements to (i) "Sales Data" will now mean Business Tool Data; (ii) "User Information" will now mean Contact Information; (iii) "Sales Transaction Data" will now mean Event Data; (iv) "Matched Data" will now mean Event Data that is combined with Matched User IDs; (v) "Unmatched Data" will now mean Event Data that is not combined with Matched User IDs; (vi) "Reports" will now mean Campaign Reports; and (vii) "OC" will now mean our Offline Conversions feature.

Effective date: August 31, 2020

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